

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003,
by and between Leon County, Florida, a political subdivision of the State of Florida
("County") and Cultural Resource Commission, Local Arts Agency ("Grantee").

WHEREAS, Leon County, by and through its Board of County Commissioners, at its
final public hearing on the fiscal year 2003/04 budget on the 23rd day of September, 2003,
approved a disbursement of \$75,000 out of the County's General Funds for the following
reason(s):

Implementation of the Cultural Plan

WHEREAS, the Board of County Commissioners of Leon County has endorsed the
implementation of the Cultural Plan; and

WHEREAS, the Grantee is either a governmental, civic, or not-for-profit organization;
and

WHEREAS, the funding herein is not to be construed by the Grantee as a continuing
obligation on the part of the County; and

WHEREAS, the parties are desirous of reducing their intention to writing;
NOW, THEREFORE, in consideration of the premises and mutual covenants contained
herein, the parties to this Agreement do agree as follows:

1. The County hereby expresses its intent to disburse from its General Funds \$75,000 for
the use and benefit of the Grantee to fund expenses for the following reason(s):

"Attachment A"

Only those expenses outlined in "Attachment A" will be funded by the County. Any other expenses associated with the delivery of services in Leon County shall be borne by the grantee.

Notwithstanding the intention of the County to make this disbursement, the County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment to the Grantee at any time and for any reason.

2. The disbursement of funds by the County to the Grantee shall be disbursed in a lump sum as soon as the grant agreement is executed and upon receipt of an invoice from the grantee. This agreement will require the grantee to submit a mid-year performance report and expenditure report no later than April 15, 2004. This agreement will require the grantee to submit an annual performance report, expenditure report and audit report, unless exempted under Section (3), no later than November 15, 2004.

3. "If the grantee expends less than \$300,000 in a year from all funding, the grantee is exempt from County audit requirements for that year. However, the agency will still be responsible for producing unaudited financial statements. If the grantee expends \$300,000 or more in a fiscal year from the County, State, Federal, and all other funding, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the grantee shall provide the County Office of Management and Budget (OMB), for their review, a copy of any audit received. All audits shall be submitted to the County OMB within thirty days of receipt of issued report. The County reserves the right to conduct financial and program monitoring and to perform an audit of the Agency's records. An audit by the County shall encompass an examination of all financial transactions,

all accounts and reports, as well as an evaluation of compliance with the terms and conditions,
of this AGREEMENT."

Attachment # _____

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4. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any party that Grantee and County are partners or that Grantee is the agent or representative of the County.
5. The Grantee will comply with all applicable laws, ordinances, and regulations governing their operations.
6. In the event the County makes the disbursement, the Grantee shall maintain and keep any and all records necessary to substantiate the expenditure of funds.
7. The Grantee shall produce to the County upon request any and all records that the County may direct to determine that the monies distributed to it by the County are being spent in accordance with this Agreement.
8. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, or political affiliation or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act, and the American Disabilities Act of 1990.
9. The Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Grantee, including but not limited to costs and

a reasonable attorney's fee. The County may at its option, defend itself or allow the Grantee to provide the defense.

Attachment # 1
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10. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of November, 2003.

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Circuit Court

By: _____

Approved as to Form:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

Name of Organization

By: _____

As Its: _____

Attest: _____

As Its: _____

CRC Cultural Plan Implementation Proposal

Attachment # A
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FY04 Deliverables

Attachment # 1
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1. Establish the Economic Development Committee per 1.1.1 of Cultural Plan and provide staff support to committee.
2. Develop and implement a Trolley program for First Friday Gallery Hops that will include promotion of other existing programs as per 1.3.1.
3. Prepare and implement a program to encourage the display and purchase of local art in public and private venues. 1.4.1 and 1.4.5
4. Establish the Youth and Education Advisory committee as per 2.1.1. And provide staff support to committee.
5. Develop and implement a program to help bridge the schools needs and community opportunities. 2.6
6. Establish a Ways and Means committee and provide staff support to committee. 3.1.1
9. Create a plan to match public and private sources of funding with specific proposals outlined in the cultural plan. 3.1.2
10. Revise and enforce new guidelines recommended in cultural plan, create new grant application materials to reflect those recommendations, and implement new procedures in the cultural plan. 3.5
11. Establish a Facilities advisory committee and provide staff support to that committee. 4.1.1
12. Provide staff support to Performing Arts committee. 4.4.4
13. Provide staff support to Cultural Support Space committee 4.3.1
14. Establish the Audience Development and Marketing Development committee and provide staff support to committee. 5. 1
15. Develop in conjunction with the CVB marketing and audience development strategies to increase visibility of arts and heritage programs and events. 5.2
16. Prepare an annual report to the City and County Commission regarding the implementation of the Cultural Plan. 6.4.6

Attachment A
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Cultural Plan

FY04 Strategies Development-Phase 2 Budget

	City	County	
Materials-includes new office supplies, meeting supplies, telephone, postage, printing, utilities,etc	\$7,850.00	\$7,850.00	Office supplies additional for Phase 2-general,(envelopes, labels, copy paper, toner, pens, pencils, computer supplies (new hires), etc.; Postage-mail out notices/agendas, publicity for special meetings/events related to Phase 2, surveys, etc.; Printing-new publications resulting from Phase 2; outside printing for meetings, reports, presentation; Committee supplies (other than office supplies above) coffee/refreshments, cleaning for larger space, presentation supplies (easels, markers, etc); Name change costs-domain name, larger web host, redesign and reprinting of stationary, business cards, envelopes, checks, etc.; Telephone-additional lines monthly charges, long distance for research, DSL
Equipment-telephones, computers, upgraded copier	\$10,000.00	\$10,000.00	Computer Stations (2) and software; Networking set up-includes hub, cards, cabling, labor, etc; Telephone system (6 lines installed, new equipment, (partial donation); Copier-upgraded(trade in) for higher capacity needed for Phase 2
Space-larger, more accessible to accommodate regular meetings of committees and community	\$11,100.00	\$11,100.00	Rental-additional to FY03; Liability Insurance-additional to FY03;Maintenance-additional to FY03;Furniture-additional chairs, tables for committee meeting space; desks, chairs for new hires (as many donations as possible will be sought as well)
Personnel-wages, taxes, insurance, for 2 new FTE for Phase 2 project	\$46,050.00	\$46,050.00	Position 1-Community Resource /Planning Director; Position 2-Support Staff ; Payroll Taxes, insurance, workers comp, etc
Total	\$75,000.00	\$75,000.00	